

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction Of Second Mortgage (3)

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date 04/08/2003 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the three attached Satisfactions of Second Mortgages for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On December 8, 2000 Seminole County assisted Patrick A. & Regina Lennox with down payment assistance in the amount of \$5,000.00 to purchase a home in Seminole County. The unit was recently refinanced.

On April 24, 1998 Seminole County assisted Carmelo & Raquel Colon with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently sold.

On April 7, 1998 Seminole County assisted Louise Montgomery & Annie Montgomery with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently sold.

At the closing, checks were issued to the County to satisfy the County's mortgages on the units (see attached). Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the units to remove the now-satisfied liens.

Reviewed by:	
Co Atty:	<u>KZC</u>
DFS:	<u>OL</u>
Other:	<u>SS</u>
DCM:	<u>SS</u>
CM:	<u>SS</u>
File No.	<u>-cpdc03</u>

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 8th day of December, 2000 from Patrick A. & Regina Lennox, husband & wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Five Thousand Dollars and no 00/100 (\$5,000.00) which mortgage is recorded in Official Records Book 3977, Page 0039, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Five Thousand Dollars and no 00/100, (\$5,000.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of April, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney



**EAGLE TITLE &
ABSTRACT CORPORATION**
ESCROW ACCOUNT
5020 CENTRAL AVENUE
SAINT PETERSBURG, FL 33707
(727) 797-0021

FIRST UNION NATIONAL BANK
CLEARWATER, FL 33761
63-751/631

181822

February 19, 2003

PAY TO THE
ORDER OF

Seminole County

\$ \$5,000.00

Five Thousand and 00/100 Dollars

DOLLARS

MEMO

File 20312712 - 181822

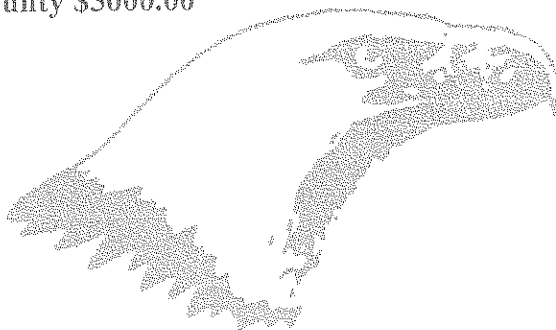
⑈ 181822 ⑆ ⑆ 063107513 ⑆ 2000006519645 ⑆

EAGLE TITLE & ABSTRACT CORPORATION / ESCROW ACCOUNT

181822

Seller:

Buyer: Patrick A. Lennox and Regina Lennox
210 Terry Lane, Sanford, Florida 32771
105 Payoff Seminole County \$5000.00



EAGLE TITLE & ABSTRACT CORPORATION / ESCROW ACCOUNT

181822

Five Thousand and 00/100 Dollars

February 19, 2003

\$5,000.00

Seminole County

File 20312712 - 181822

374

Seminole County Homeownership

Assistance Program

Second Mortgage Deed

OFFICIAL RECORDS
3977 0039
3977 0039
SEMINOLE COUNTY
THIS SECOND MORTGAGE DEED is hereby made and entered into the 8th day of DECEMBER 2000 by and between Patrick A. & Regina Lennox, husband & wife. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagees."

(Whenever used herein the terms of "Mortgagor" and "Mortgagees" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$8,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagees all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagees, in fee simple.

AND the Mortgagor covenants with the Mortgagees that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagees as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagees.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.512(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING 2/21/01
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERLYNIGHT
239 N. WESTMONTA DR., STE#1074
ALTAMONTE SPRS, FL 32714

RECORD AND RETURN TO:
UNIVERSAL LAND TITLE, INC.
500 RINEHART RD., STE. 100
LAKE MARY, FL. 32746

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

RECORDED

2017 JUN 10

RECORDS SECTION

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100 (\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.


IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


Print Name: MARK WRIGHT


Print Name:

Print Name: JOAN NUNES

Print Name:


Print Name: Patrick A. Lennox
210 TERRACE LANE, SANFORD, FL 32771


Print Name: Regina Lennox
210 TERRACE LANE, SANFORD, FL 32771

Print Name:

Print Name:

9977 0111

RECEIVED
10/1/99

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 26th day of DECEMBER, 1999 2000
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared PATRICK A. LEMMON
and REGINA LEMMON, HUSBAND & WIFE who executed the foregoing instrument and who
acknowledge before me that ~~they~~/they executed the same and are personally known
to me or have produced drivers license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: MARK A. WRIGHT
Notary Public
Serial Number
Commission Expires:



Mark A. Wright
MY COMMISSION # CC824521 EXPIRES
April 18, 2003
BONDED THROUGH FARM INSURANCE, INC.

SEMINOLE CO., FL

3977 0042

OFFICIAL RECORDS
PAGE

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 13, BLOCK F, WASHINGTON OAKS SECTION ONE, according
to the plat recorded in Plat Book 16, Pages 7 and 8,
as recorded in the Public Records of SEMINOLE County, Florida;
said land situate, lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS
BOOK PAGE
1977 0043
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note, provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

RECORD AND RETURN TO:
UNIVERSAL LAND TITLE, INC.
580 RINEHART RD., STE. 100
LAKE MARY, FL. 32746

3977 0011
OFFICIAL RECORDS
SEMINOLE COUNTY, FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO /
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHARLWRIGHT
232 N. WESTMONTA DR., STE#1974
ALTAMONTE SPRING, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

9977 0045
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.



Print Name: MARK WRIGHT



Print Name: JOAN NUNES



Print Name: Patrick A. Lennox
210 TEAR LANE, SANFORD, FL 32711



Print Name: Regina Lennox
210 TEAR LANE, SANFORD, FL 32711

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8th day of DECEMBER, 12th 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PATRICK A. LENNOX and REGINA LENNOX, HUSBAND & WIFE who executed the foregoing instrument and who acknowledge before me that ~~they~~ they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Mark A. Wright
MY COMMISSION # CC824531 EXPIRES
April 8, 2003
BORN TO PURSUE MY FAIR INSURANCE, INC.



Name: MARK A. WRIGHT
Notary Public
Serial Number
Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 15, BLOCK 7, WASHINGTON OAKS SECTION ONE, according
to the plat recorded in Plat Book 16, Pages 7 and 8,
as recorded in the Public Records of SEMINOLE County, Florida;
said land situate, lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS
PAGE
3977 0047
SEMINOLE CO., FL.

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 24th day of April, 1998 from Carmelo & Raquel Colon, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3419, Page 0653, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of April, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

First Southwestern Title Company of Florida

First National Bank Of Central Florida

File #: m6896a

12-31148

Buyer : ALBERT E. AQUINO; ANNETTIE AQUINO

Seller : CARMELO COLON; RAQUEL COLON

Legal Description : Lot 4. SOUTH PINECREST SECOND ADDITION REPLAT

Property Address : 126 W WOODLAND DR. SANFORD, FL 32773

(505) Payoff of second mortgage loan - \$3,500.00

Date:

2/20/2003

Void after 90 days

Payable To: SEMINOLE COUNTY

First Southwestern Title Company of Florida
Escrow Unit 12

First National Bank Of Central Florida

12-31148

Date:

2/20/2003

PAY

Pay Three Thousand Five Hundred and 00/100 Dollars

\$ ****\$3,500.00

TO
THE
ORDER
OF

SEMINOLE COUNTY

File #: m6896a Buyer : ALBERT E. AQUINO; ANNETTIE AQUINO

⑈ 1231148⑈ ⑈ 063112155⑈ 029600228⑈

49
6/50Seminole County Homeownership Assistance ProgramOffice
665-7420
Fax
665-7366
Annie Ann**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the
24th day of APRIL 1998 by and between Carmelo and Raquel
 Colon, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County,
 a political subdivision of the State of Florida, whose address is 1101 East First Street,
 Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains,
 sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of
 which the Mortgagor is now seized and in possession situated in Seminole County,
 Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever; and that said land is free
 land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
 AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
 PERSONAL PROPERTY TAX AND DOCUMENTARY
 STAMP EXCISE TAX ON DOCUMENTS PURSUANT
 TO SECTIONS 420.513(1) AND 199.185(1)(d),
 FLORIDA STATUTES

This instrument was prepared by:
 AFTER RECORDING RETURN TO:
 S.H.I.P. HOMEBUYER ASSISTANCE
 PROGRAM - ATTN: SHARON SELF
 4500 S. HWY 17-92
 CASSELBERRY, FL 32707

1 of 5

MARYANNE MOSE
 CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY, FL
 1998085

1998 MAY -6 PM 25

RECORDED & VERIFIED

SEMINOLE CO. FL

3419 0653

OFFICIAL RECORDS
BOOK PAGE

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OFFICIAL RECORDS
BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure proceeding shall be on one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.


OFFICIAL RECORDS
BOOK PAGE

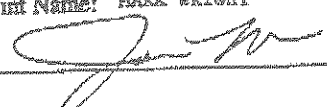
0655

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THIS SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


Print Name: MARK WRIGHT


Print Name: JOAN NUNES

Print Name:

Print Name:


Print Name: Carmelo Colon
126 WOODLAND DRIVE WEST
SANFORD, FLORIDA 32773


Print Name: Raquel Colon
126 WOODLAND DRIVE WEST
SANFORD, FLORIDA 32773

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

OFFICIAL RECORDS
BOOK PAGE

(34) 0655

SEMINOLE CO: FL

I HEREBY CERTIFY that on this 24th day of April 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid,
to take acknowledgments personally appeared CARMELO COLON
and RAQUEL COLON who executed the foregoing instrument and who
acknowledge before me that they executed the same and are personally known
to me or have produced driver's license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
MARCH 2, 1999
BONDED THROUGH TRISTY PARK INSURANCE, INC.

Name: MARK WRIGHT
Notary Public
Serial Number CC439144
Commission Expires: 3/2/99

Return To: UNIVERSAL LAND TITLE, INC.
580 Rinehart Road, Suite 100
Lake Mary, FL 32746

EXHIBIT "A"

LOT 4, SOUTH PINECREST, SECOND ADDITION, REPLAT, according to
the Plat, recorded in Plat Book 11, page 30, as recorded in the
Public Records of Seminole County, Florida, said land situate,
lying and being in Seminole County, Florida.

OFFICIAL RECORDS
ROOM
31 19 0657
SEMINOLE CO. FL

BOOK

3419

0658

SEMINOLE CO. FL

Seminole County Homeownership Assistance ProgramWE HEREBY CERTIFY that this is a true
and correct copy

EXHIBIT "B"

UNIVERSAL TITLE, INC.

SECOND MORTGAGE NOTE BY [Signature]AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE

3419 0659

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

SEMINOLE CO. FL
This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMERIVER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4290 S. US HWY 1
CASTLEBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS
BOOK PAGE

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity, default or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents this day and year first above written.

Mark Wright
Print Name: MARK WRIGHT

Carmelo Colon
Print Name: Carmelo Colon

Joan Nunes
Print Name: JOAN NUNES

Raquel Colon
Print Name: Raquel Colon

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of APRIL, 1998, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CARMELO COLON and RAQUEL COLON, who executed the foregoing instrument and who acknowledge before me that HE/SHE/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Mark Wright
Name: MARK WRIGHT
Notary Public
Serial Number CC439144
Commission Expires: 3/2/99

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS
BOOK PAGE

3419 0662

SEMINOLE CO. FL

Applicant(s): CARMELO & RAQUEL COLON

Property Address: 126 WOODLAND DRIVE WEST, SANFORD, FL 32773

This Agreement is entered into this 9TH day of MARCH 19 98 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and CARMELO & RAQUEL COLON, HUSBAND AND WIFE.

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$2,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

EXHIBIT "A"

OFFICIAL RECORDS
BOOK PAGE

3619 0661

SEMINOLE CO. FL

LOT 4, SOUTH PINECREST, SECOND ADDITION, REPLAT, according to
the Plat recorded in Plat Book 11, page 30, as recorded in the
Public Records of Seminole County, Florida, said land situate
lying and being in Seminole County, Florida.

The HOMEBUYER shall maintain the property, including payment of property taxes, insurance, during the term of affordability.

SEMINOLE CO. FL

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing
- b) Environmental review

☐ Applicable
☐ Applicable

☒ Not Applicable (one unit)
☒ Not Applicable

- c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).

- d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest - no conflict found

- f) Disbarment and suspension - not applicable

- g) Flood insurance

- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

En:\msm\homeprgm

OFFICIAL RECORDS
BOOK PAGE

3419 0664

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mantzaris
MARY MANTZARIS

WITNESSES AS TO HOMEBUYER(S):

RUSSELL STEPHEN
MARK WRIGHT

Gary E. Kaiser
Gary E. Kaiser

County Manager

Date:

9/2/98

HOMEBUYER

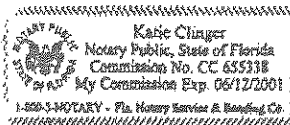
Carmelo Colon
CARMELO COLON
Raquel Colon
RAQUEL COLON
Date: 9-4-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Seminole)



The foregoing instrument was acknowledged before me this 9 day of March, 1998,
by Carmelo & Raquel Colon, who is personally known to me or who has produced
Drivis LSC as identification.

Katie Clinger
Katie Clinger

Print Name Katie Clinger

Notary Public in and for the County and State Aforementioned.

My commission expires: 6/12 2001

Document Prepared By & Return To:
(AFTER RECORDING)

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-02
Casselberry, FL 32707

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 7th day of April, 1998 from Louise Montgomery a single person & Annie Montgomery, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3412, Page 1827, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of April, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

DATE: 02/14/2003

FILE NO. 2022-151763-0716

SETTLEMENT DATE: 02/14/2003

CHECK AMOUNT: \$ 3,500.00

BUYER: Kalin

SELLER: Montgomery, et al

Property Address: 708 Castlwood Drive, Winter Springs, FL 32708
Lot: 6

Payoff Loan Charges

Re:

Charge Details:

Principal Balance:

3500.00

Thank you for doing business with First American Title Insurance Company

First American Title Insurance Company 225 Waymont Court, Suite 111 Lake Mary, FL 32746 (407) 321-5449		PR. 12000 Ofc. 2022	Suntrust Bank - Fast Escrow 3522 Thomasville Road, Mail Code FL-Tallahassee-3011 Tallahassee FL 32309	2022102154 64-79/611 Date 02/14/2003
FILE NO. 2022-151763-0716				
PAY	*****\$3,500.00*****		DOLLARS	\$*****3,500.00
Re:				
TO THE ORDER OF	Seminole County Community Dev. Office 1101 East 1st street suite 3301 Sanford, FM 32771			

⑈ 2022102154⑈ ⑆061100790⑆ 6609609920477⑈

Second Mortgage Deed

7-12-62
SEATTLE CO. F.
7-12-62

STANDARD

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,800.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, conveys, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THESAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagees, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 470.513(1) AND 199.185(1)(b), FLORIDA STATUTES

This instrument was prepared by: GLENN FOLE
ACTING DEPUTY ATTORNEY GENERAL
S.M.R. NOMINATING ASSISTANCE
PROGRAM - ATO: SHADAN S.M.F
600 S. NEW YORK
CLARKSBURY, N.J. 07066

RECORDED & INDEXED
APR 27 PM 4: 55

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "1" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

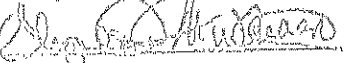
OFFICIAL RECORDS
BOOK
3412 1828
SEMINOLE CO. FL

7/20/97
602img.doc

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IN THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three Hundred Five Thousand Dollars and 00/100 (\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the respective provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed this present day and year first above written.



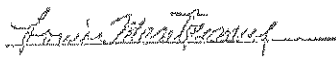
Print Name:



Print Name: PAMELA TAYLOR

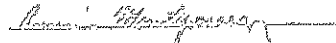
Print Name:

Print Name:



Print Name: Louise Montgomery

Print Name: Annie Montgomery



Print Name:

Print Name:

3412 1929
GENERAL RECORDS
BOOK
PAGE
SEMINOLE CO. FL

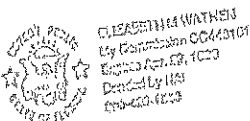
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of April, 1999,
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared PAUL J. WATKINS, a single man
and JEANETTE WATKINS, a single woman, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced identification as identification and who
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[Signature]

Name:
Notary Public
Serial Number
Commission Expires:



OFFICIAL RECORDS
PAGE
B35A

341 1827
1999

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 6, Cluster C, WILLOWOOD, A PLANNED UNIT DEVELOPMENT, according to the plat thereof as recorded in Plat Book 19, pages 7 through 10, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3412 1827
SEMINOLE CO. FL

3 of 5

1/29/03
10:03:00

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE

3412 1832

SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(a), FLORIDA STATUTES

This instrument was prepared by:
AMERICA RECORDING SYSTEMS
S.H.E. MORTGAGE ASSURANCE
PROGRAM - ATTN: SHARON GRIFF
4000 N. THE HWY 1
CASSELBERRY, FL 32001

SEMINOLE CO. FL

3412

1003

SPECIAL RECORDS
BOOK

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

ACCELERATION ON DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MURPHY LANE PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: DEBORAH M. WATSON

Print Name:

Print Name: Louise Montgomery

Louise Montgomery

Print Name:

Pamula Taylor

Print Name: Annie Montgomery

Annie Montgomery

Print Name:

PAMULA TAYLOR

Print Name:

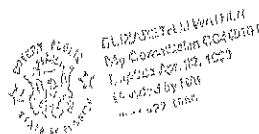
Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 7th day of April, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LOUISE MONTGOMERY, a single person and PAMULA TAYLOR, a single person, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: Deborah M. Watson
Notary Public
Serial Number
Commission Expires:

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SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Application#:

LOUISE MONTGOMERY & ANNIS MONTGOMERY

Property Address:

708 CASTLEWOOD DR., WINTER SPRINGS, FL 32708

This Agreement is entered into this 18TH day of JANUARY, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32711 (hereinafter "COUNTY") and LOUISE MONTGOMERY, A SINGLE PERSON, AND ANNIS MONTGOMERY, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with down-payment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value

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SEMINOLE COUNTY
SERIAL 1835
19405

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First American Title Insurance

The HOMEBUYER shall pay the property, including payment of taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD Guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Construction assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

11. DIVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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2. RECORDS AND

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESSES:

Mary Montgomery

Gary E. Kaiser
County Manager.

Date: 3/12/98

WITNESSES AS TO HOMEBUYER(S):

Louise Montgomery
Louise Montgomery
Alphonse Burns

HOMEBUYER

Louise Montgomery
Alphonse Burns
Date: 3-14-98

NOTARY AS TO HOMEBUYER(S):

Seminole County, Florida

State of Florida)

County of Seminole)

Document Prepared By & Return To: (AFTER RECORDING)

S.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4690 South Highway 17-38
Gainesville, FL 32607

The foregoing instrument was acknowledged before me this 14th day of January, 1998
by Louise Montgomery, who is personally known to me or who has produced
as Identification. He, Montgomery is personally known to me.

Print Name James A. Montford

Notary Public in and for the County and State Aforementioned.

My commission expires October 22, 2000

Fiduciary/Notary Seal

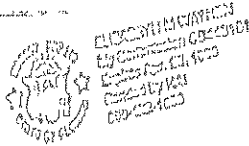
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9/6/01

DEED TO LAND
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of April, 2003, by [Name]
[Name], the [Name] of Seminole County, Florida.

[Signature]
[Name]



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